

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details   |  |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 02-01-2026 12:00:00  |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time   | 02-01-2026 12:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)   | 180 (Days)   |
| मंत्रालय/राज्य का नाम/Ministry/State Name   | Ministry Of Labour And Employment  |
| विभाग का नाम/Department Name  | Na   |
| संगठन का नाम/Organisation Name  | Employees State Insurance Corporation (esic)   |
| कार्यालय का नाम/Office Name   | Esic Medical College And Hospital Alwar Rajasthan  |
| वस्तु श्रेणी /Item Category   | Financial Audit Services - Review of Financial Statements, Financial Reporting Framework; CAG Empaneled Audit or CA Firm   |
| अनुबंध अवधि /Contract Period  | 1 Year(s)  |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service  | 5 Year (s)   |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required   | Yes  |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover  | Yes   Complete   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover  | Yes   Complete   |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller  | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)   |

| बिड विवरण/Bid Details   |   |
|---|---|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 1   |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                       | 7   |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count   | 2   |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled  | Yes   |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule  | 50% Lowest Priced Technically Qualified Bidders |
| बिड का प्रकार/Type of Bid   | Two Packet Bid                                  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation         | 2 Days  |
| अनुमानित बिड मूल्य /Estimated Bid Value   | 96000   |
| मूल्यांकन पद्धति/Evaluation Method  | Total value wise evaluation                     |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है। / Financial Document Indicating Price Breakup Required                             | Yes   |
| मध्यस्थता खंड/Arbitration Clause  | No  |
| सुलह खंड/Mediation Clause   | No  |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|   |                     |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14                  |

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

DEAN

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

**एमएसई खरीद वरीयता/MSE Purchase Preference**

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GEM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
7. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

#### **अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Number of Years of firm/company's existence as per ICAI certificate:**As per bid document

**Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:**As per bid document

**Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:**As per bid document

**Number of partners/ qualified professionals in full time employment with DISA/CISA qualification**As per bid document

**Number of XX fulltime CA's required and YY professional audit staff:**As per bid document

#### **Pre Bid Detail(s)**

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue   |
|---|--|
| 30-12-2025 11:00:00                               | For offline-<br>Ground Floor, Conference Hall ESIC Medical College and Hospital,MIA, Desoola, Alwar pincode- 301030.<br><br>Online mode-<br>Online mode Pre Bid Metting For Financial Audit Services<br>Tuesday, December 30 · 11:00am - 1:00pm<br>Time zone: Asia/Kolkata<br>Google Meet joining info<br>Video call link: <a href="https://meet.google.com/ywp-pqyr-rdz">https://meet.google.com/ywp-pqyr-rdz</a> |

#### **Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework; CAG Empaneled Audit Or CA Firm ( 1 )**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification                      | मूल्य/ Values   |
|---|---|
| <b>कोर / Core</b>                         |   |
| Scope of Work                             | Review of Financial Statements , Financial Reporting Framework  |
| Type of Financial Audit Partner           | CAG Empaneled Audit or CA Firm  |
| Type of Financial Audit                   | Internal Audit  |
| Category of Work under Financial Audit    | Audit of financial statements   |
| Type of Industries/Functions              | Purchase & Procurement , Inventory & Store management , Cash and Bank Balance , Fixed assets, depreciation and amortisation |
| Frequency of Progress Report              | Weekly  |
| MIS Reporting for Financial Audit support | Yes   |
| Frequency of MIS reporting                | Weekly  |
| State                                     | NA  |
| District                                  | NA  |
| <b>एडऑन /Addon(s)</b>                     |   |
| Post Financial Audit Support              | NA  |

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

|  |    |
|--|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|--|----|

#### अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address  | संसाधनों की मात्रा / To be set as 1 | अतिरिक्त आवश्यकता /Additional Requirement |
|----------------|---|--|-------------------------------------|---|
| 1              | Khushi Ram Verma  | 301030,Esic Medical College & Hospital, Desula, M.I.A. Alwar | 1                                   | N/A                                       |

#### क्रेता द्वारा जोड़ी गई बिट की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

## 1. **Generic**

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. **Generic**

**Option Clause: Excess Settlement.** The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

## 3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 4. **Purchase Preference (Centre)**

**Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

## 5. **Purchase Preference (Centre)**

**Bid reserved for Make In India products:** Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

## 6. **Purchase Preference (Centre)**

**Preference to Make In India products (For bids less than 200 Crore):**Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as

per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

## **7. Purchase Preference (Centre)**

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

## **8. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## **9. Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## **10. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## **11. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESIC FUND ACCOUNT NO. 1

payable at

ALWAR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## **12. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

DEAN, ESIC MEDICAL COLLEGE AND HOSPITAL ALWAR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the

demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

### 13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

## Guidelines/instructions for hiring CAG Empanelled CA Firm at ESIC Medical College & Hospital, Alwar

**A. Introduction:** Employees' State Insurance Corporation is a statutory body under the Ministry of Labour and Employment, Government of India. The Employees' State Insurance Scheme, established under the Employees' State Insurance Act of 1948, is a comprehensive social security insurance program designed to provide social security to Insured Persons / dependents as defined by the Act, against the impact of contingencies of sickness, maternity, disablement and death due to employment injury and to provide medical care to insured persons and their families. The ESI Act is applicable to all non-seasonal factories and establishments as per notification of appropriate Governments. The ESI Act, 1948 applies to factories/establishment employing 10 or more persons. The employees of registered factories and establishments drawing wages up to Rs. 21000/- per month (Rs 25,000/- for Persons with Disability) are covered under the Act.

ESIC is looking to engage C&AG empanelled Chartered Accountant (CA) firms to assist in timely preparation/submission of financial statement including March (Provisional) and March Final, in order to ensure finalization of Accounts of the Corporation within timelines and correctness of the various entries carried out therein by ESIC Medical College & Hospital, Alwar.

- B. Purpose:** In order to ensure finalization of Accounts of the Corporation within timelines and correctness of the various entries carried out therein by the Medical College Hospital.
- C. Period of Contract:** The period of Contract of the Appointment of the selected bidder/CA Firm shall be for a period of one year i.e. FY 2025-26(which may be extended till finalization of Accounts)
- D. Location of Work:** Empanelled CA Firm has to provide services at ESIC Medical College & Hospital, Alwar.

### **E. Eligibility Criteria for Empanelment of CA Firm:**

1. Applicant firm should be handling similar works from at least last 5 years.
2. Applicant firm should be empanelled with CA&G and ESIC holds the rights to terminate the contract if CA firm or any of its partners/members get debarred and/or blacklisted by center/state government Organisation, statutory Organisation or PSU.
3. Average annual turnover of firm for the last three years should be at least 50 lakhs.
4. Applicant firm and its partner should not have been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any government/statutory Organisation or PSU.
5. Applicant firm or its partners should not be facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before hon'ble Court(s).
6. The agency should have an established & functional Office/ branch in the state of Rajasthan/ Delhi- NCR, preferably in Alwar as on date of bid submission. Documentary proof to be enclosed.

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## F. Detailed scope of work

1. Assist in preparation of monthly accounts of ESIC Medical College & Hospital, Alwar.
2. Assist in finalization of March (Provisional) 2025-26 Accounts and finalization of March (Final) 2025-26.
3. Scrutiny of Accounts for financial year 2025-26 keeping in view classification of income and expenditure including verification of accounting adjustments/rectification of errors, omission in books of accounts and clearing suspense entries. All effort should be made to ensure that:
  - a. The expenditures are 100% reconciled with the statements(R&P) of concerned unit.
  - b. There are no obvious errors in accounts like "Minus balances in receipt and expenditure. Such balances need to be examined in detail and rectification entry need to be passed before sending accounts to headquarters.
  - c. The accounts are free of all mathematical errors/mistakes.
  - d. Expenditures under all account's heads are tallied with respective subsidiary ledgers.
  - e. Any unusual increase/decrease/divergent trend in any head of expense is examined and rectified.
  - f. Classification of expenditure between hospital and medical education. Regional offices/Sub regional offices and DCBO is done correctly.
  - g. Classification of Prior period items is done properly.
  - h. Verification of physical verification of cash in hand and reconciliation with cash book should be done.
  - i. Verification of reconciliation of Bank Balance with Bank statement should be done.
  - j. Verification of reconciliation of all statutory dues (not limited to TDS, TDS on GST) should be done properly.
  - k. Verification reconciliation of security deposit, unclassified receipt, Pension payments, NPS, miscellaneous advances on monthly basis should be done properly.
  - l. Verification reconciliation of exchange account and suspense slip should be done properly.
  - m. Verification accounting of disposed assets along with profit/loss should be done properly.
4. Checking of provisions for Employee Benefit Reserve Fund (EBRF) and others.
5. Checking of provisions for Pension, Gratuity, Leave Encashment and Pensions Medical Scheme (PMS), Liabilities.
6. Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.
7. Verification/vetting of physical verification of the closing inventories, Stores and consumables etc. as on 31st March 2026.
8. Assistance in preparation/verification of ESIC Budget of concerned unit
9. Guidance and assistance on audit observations of ESIC.
10. Assist in maintaining party ledgers, other receipts & payment ledgers, Assets and Liability Ledgers, monthly accounts on the basis of ledgers, calculation of Depreciation on fixed Assets, preparation of March (Provisional) and March Final Accounts duly reconciled with vouchers, preparation of budget, reconciliation BRS, verification of liability created and discharged.
11. Special emphasis may be given to the verification of following (but not limited to):
  - a. Verification in case of asset disposal- recording of depreciation, gain/loss booking,
  - b. Classification of Annual repair, maintenance and special repair maintenance.
  - c. Debt, Deposit reconciliation and advances receipts
  - d. Provision evaluation/calculation.
  - e. Inventory accounting
  - f. Super specialty treatment (SST) advances(if any),

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- g. Salary calculation, special reference to the people on deputation and hired on contractual basis for special services.
- h. Assistance and training (if required) to resources deployed in concerned unit.

12. Further, any other financial opinion/help/guidance/verification/vetting required/sought by Financial Commissioner and Director General, ESIC in any matter. Any other financial report and compilation required by financial division

Note: The above scope of work is indicative in nature and CA engaged through the agency may be given enhanced/curtailed work as per the requirements of the finance department of the hospital.

### Report

The detailed report(s) of visiting the College will be submitted in single hard copy to the Dean, of ESIC Medical College & Hospital, Alwar and Branch officer (Finance of ESIC Medical College & Hospital, Alwar for submission to ESIC Hqrs with comments. ESIC Hqrs may direct the Empaneled CA firm of field unit for any specific work or any detailed work report.

### Payment

Monthly remuneration may be paid to the empanelled agency in accordance with the visits paid by the CA as per the bill raised by the empanelled agency and visits acknowledged by Finance department, ESIC Medical College & Hospital Alwar in respect of work assigned and performed as defined in scope of work subject to the satisfaction of work and report submitted by empanelled CA firm. All mandatory deductions like Taxes/TDS as applicable shall be done as per statutory provisions. The empanelled Chartered Accountant Firm shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the services. ESIC reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services.

The decision of the ESIC will be the final and binding in this regard.

### Penalties

If the empanelled CA Firm there off is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the details gathered during the assignment to other parties without permission of the ESIC, non-observation of instructions given by the ESIC, unauthorized retention of records of the ESIC, violating the terms and conditions of this assignment, indulging in malafide practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the ESIC or in case of delay in carrying out the work, penalty at the rate of 1% per week of the total billing amount limited to 10% of fee may be levied.

### Termination of Contract:

If service provider is found responsible for any leakage of information, lobbying, bribing etc., then ESIC have the right to terminate the contract and if required as per applicable law, action deemed fit may be initiated against the empanelled CA firm. Also, if cumulative penalties reach 10% of contract value, competent authority may terminate the contract.

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## **Standard Terms & Conditions for the service for agreement: -**

1. The persons deployed shall, during the course of their work, will have access to the classified documents, which they are not supposed to divulge to any third party(s), and shall maintain confidentiality. Any breach of this confidentiality obligation shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.
2. The service provider shall provide a suitable resource well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons.
3. In case, service provider finds any serious financial irregularity (es) and points relating to grave deficiencies, then the same is required to be communicated to competent authority/officers of the ESIC immediately without waiting for the time of submission of the report.
4. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC.

## **Earnest Money Deposit (EMD)/ PBG (Performance Bank Guarantee)**

1. All bidder participating in bid shall be required to submit an Earnest Money Deposit (**EMD**) @ of 3% of the bid value. However Micro and Small Enterprises (MSME) shall be exempted from the payment of EMD in accordance with the prevailing Govt. Rules and Regulations. Others also eligible if any Govt. Of India rules for exemption of EMD, (Document required).
2. Successful bidder can submit the **ePBG (Performance Bank Guarantee)** @ of (5%) of Bid value for performance security in the form of Account payee Demand Draft should be made in Favour of "**ESI FUND ACCOUNT NUMBER 1**" payable at **Alwar Rajasthan**. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## **Estimated cost**

All the activities defined in scope of work mentioned above may require deploying sufficient number of CA for said work from time to time.

The estimated cost will be Rs 96000/- for one year.

- Per visit Rs 8000 as per agreement
- Consolidated cost may be based on the number of visits required.





  
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Annexure 1

(Format of Undertaking regarding not blacklisted by Govt organization or PSU)

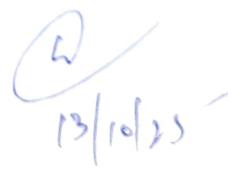
(To be given in the official letterhead of the Department/Organization)

Undertaking

1. That I am competent to give undertaking being proprietor /one of the partners /Director of \_\_\_\_\_
2. Our firm \_\_\_\_\_ has been empanelled with CA&G
3. Any of our partners/members are not debarred and/or blacklisted by Central/State government organisation, statutory Organisation or PSU
4. Our firm and its partner have not been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any Government/statutory Organisation or PSU
5. Our firm or its partners are not facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before hon'ble Court(s).
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/company, companies shall stand debarred from the present and future tenders of the ESIC Medical College & Hospital, Alwar for the two years

(Signature of Proprietor /Managing Partner /Director with official Seal)

  
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